

9401203

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

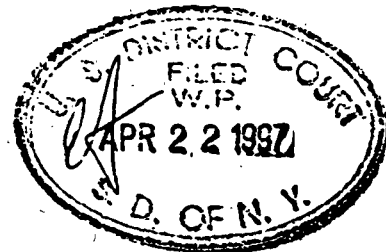
-v-

INTERNATIONAL PAPER COMPANY, I.S.A. IN
NEW JERSEY, INC., NEPERA, INC., REVERE
SMELTING AND REFINING CORPORATION OF
NEW JERSEY, ROUND LAKE SANITATION
CORPORATION, FORD MOTOR COMPANY,
GEORGIA-PACIFIC CORPORATION, INTERNATIONAL
BUSINESS MACHINES CORPORATION, REICHOLD
CHEMICALS, INC., TOWN OF WARWICK, and
UNION CARBIDE CORPORATION,

Defendants.

ORIGINAL

94 Civ. 4681 (BDP)



PARTIAL CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed an amended complaint ("Complaint") in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, contemporaneously with the lodging of this Consent Decree.

B. The United States in its amended complaint seeks to recover costs that have been or will be incurred by EPA and the Department of Justice for response actions in connection with the release or threatened release of hazardous substances at the Warwick Landfill Superfund Site, Warwick, New York (the "Warwick Site or "Site"). The amended complaint also seeks civil

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penalties and punitive damages for violations of a unilateral administrative order issued by EPA to I.S.A. in New Jersey, Inc. ("I.S.A.") and Round Lake Sanitation Corporation ("Round Lake") for response actions at the Site.

C. In response to a release or a substantial threat of a release of a hazardous substance(s) at or from the Warwick Site, EPA performed a remedial investigation/feasibility study ("RI/FS") at the Warwick Site which was completed in June of 1991.

D. On June 27, 1991, EPA issued a Record of Decision ("ROD") for the first operable unit at the Site. The remedy selected in the ROD called for, inter alia, construction of a landfill cap, development and implementation of a residential well sampling program, point-of-use treatment for residential wells, fencing, and deed restrictions and this remedy is currently being implemented by certain of the Settling Defendants (as defined below).

E. In entering into this Consent Decree, the United States has determined that the obligations of the Settling Defendants under this Consent Decree represent a full and fair contribution by them for all Past Response Costs (as defined below).

F. In entering into this Consent Decree, the Settling Defendants do not admit any liability arising out of the transactions or occurrences alleged in the Complaint or at the Warwick Site. The purpose of this Consent Decree is to provide

for Settling Defendants' reimbursement of a portion of the United States' Past Response Costs in order to settle those claims.

G. The United States and the Settling Defendants agree and this Court, by entering this Decree, finds that settlement of this matter will, in part, simplify and eliminate many issues in the action and will avoid prolonged and complicated litigation, and that this Consent Decree is fair, reasonable, and in the public interest.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying Complaint, the Settling Defendants waive all objections and defenses that they may have to the jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and upon the Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the

status or responsibilities of the Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.

b. "Consent Decree" shall mean this Decree and any attached appendices.

c. "Day" shall mean a calendar day unless expressly stated to be a Working Day. "Working Day" shall mean a day other than a Saturday, Sunday or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business of the next Working Day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

e. "Interest," in accordance with 42 U.S.C. § 9607(a), shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established

pursuant to the Internal Revenue Code, 26 U.S.C. § 9507. In calculating the Interest EPA may compound on a daily, monthly or annual basis.

f. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

g. "Parties" shall mean the United States and Settling Defendants.

h. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that EPA and the U.S. Department of Justice on behalf of EPA have incurred and paid for response actions at the Warwick Site prior to and including November 7, 1994, and accrued interest on those costs.

i. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

j. "Settling Defendants" shall mean Ford Motor Company, Georgia-Pacific Corporation, International Business Machines Corporation, Reichhold Chemicals, Inc., Union Carbide Corporation and the Town of Warwick.

k. "State" shall mean the State of New York.

l. "United States" shall mean the United States of America, including its agencies, departments, and instrumentalities.

m. "Warwick Site" or "Site" shall mean the Warwick Landfill Superfund Site, encompassing approximately 25 acres, located approximately three-fourths of a mile north of State Route 17A, fronting on Penaluna Road between Old Tuxedo Road and Old Dutch Hollow Road in the Town of Warwick, Orange County, New York.

V. REIMBURSEMENT OF RESPONSE COSTS BY SETTLING DEFENDANTS

4. Within thirty days of the entry of this Consent Decree, the Settling Defendants shall pay to the United States the sum of \$1,400,000 for Past Response Costs, plus Interest on that amount calculated from the date of lodging of this Partial Consent Decree, through the date of payment, by Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank at the Office of the United States Attorney for the Southern District of New York, referencing CERCLA number 02P1, the DOJ Number, 90-11-3-812, and the U.S.A.O. file number 94-012-03. Payment shall be made in accordance with instructions provided by the Plaintiff to the Settling Defendants upon execution of this Consent Decree. Any EFTs received at the U.S.D.O.J. lockbox bank after 4:00 P.M. (Eastern Time) will be credited on the next business day. Notice of the EFT and copies of any correspondence from Settling Defendants to the United States Attorney shall also be sent to the United States and EPA as provided in Section XII (Notices) of this Decree.

VI. FAILURE TO MAKE TIMELY PAYMENTS

A. Interest on Late Payments.

5. In the event that the payment required by Section V is not made by the Settling Defendants when due, Interest as provided for in Paragraphs 3 and 4 shall continue to accrue on the unpaid balance through the date of payment.

B. Stipulated Penalty.

6. If any amounts due to the United States from the Settling Defendants under this Consent Decree are not paid by the required date, the Settling Defendants shall pay as a stipulated penalty, in addition to the Interest required by Paragraph 5, \$1,000.00 for each day that such payment is late. Stipulated penalties are due and payable within 30 days of the Settling Defendants' receipt from EPA of a demand for payment of the penalties. All payments under this Paragraph shall be paid by certified check made payable to "EPA Hazardous Substance Superfund," shall be mailed to EPA Region II, Attn: Superfund Accounting, P.O. Box 360188M, Pittsburgh, PA 15251, and shall reference CERCLA number 02P1 and DOJ Case Number 90-11-3-812. Copies of checks paid pursuant to this Paragraph, and any accompanying transmittal letters, shall be sent to the United States and EPA as provided in Section XII (Notices and Submissions). Stipulated penalties under this Paragraph shall accrue as provided above regardless of whether EPA has notified the Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand.

7. In the event that the United States brings an action to collect any payment required by this Consent Decree, the Settling Defendants shall reimburse the United States for all costs of such action, including, but not limited to, reasonable attorneys' fees.

8. Payments made under Paragraphs 5-7 shall be in addition to any other remedies or sanctions available to

Plaintiff by virtue of Settling Defendants' failure to make timely payments required by this Decree.

9. The obligations of the Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of one or more of the Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendant(s) shall be responsible for such payments.

VII. COVENANT NOT TO SUE BY PLAINTIFF

10. In consideration of the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraph 11, the United States covenants not to sue the Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for Past Response Costs. This covenant not to sue shall take effect upon receipt by the United States of all payments required by Sections V and VI of this Consent Decree. This covenant not to sue extends only to the Settling Defendants and does not extend to any other person.

11. Reservations of rights.

a. General The covenant not to sue set forth in Paragraph 10 does not pertain to any matters other than those expressly specified in Paragraph 10. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters. Except as expressly provided in Paragraph 10, nothing contained in this

Consent Decree shall in any way limit or restrict the response and enforcement authority of the United States to initiate appropriate action, either judicial or administrative, under Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606, and 9607, or any other provision of law, against Settling Defendants or against any other person or entity not a party to this Decree.

b. Specific Reservations. The covenant not to sue set forth in Paragraph 10 does not apply to the following:

- (1) claims based on a failure by Settling Defendants to meet the requirements of this Consent Decree;
- (2) liabilities for damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such destruction, injury or loss;
- (3) liabilities for response costs that have been or may be incurred by any natural resources trustee;
- (4) criminal liability;
- (5) claims for injunctive relief or administrative order enforcement under Section 106 of CERCLA;
- (6) liability for costs paid or to be paid by the United States in connection with the Warwick Site that are not within the definition of Past Response Costs set forth in Paragraph 3;
- (7) liability arising from the past, present or future disposal, release, or threat of release of hazardous substances outside of the Warwick Site; and

(8) liability for future disposal and future releases or threats of releases of hazardous substances at the Warwick Site.

VIII. COVENANTS BY SETTLING DEFENDANTS

12. Settling Defendants hereby covenant not to sue and agree not to assert any direct or indirect claim for reimbursement of Past Response Costs from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) under CERCLA §§ 106(b)(2), 107, 111, 112, or 113, or any other provision of law; any claim for Past Response Costs against the United States, including any department, agency, or instrumentality of the United States, pursuant to CERCLA Sections 107 and 113; and any claim against the United States under the Fifth Amendment to the United States Constitution, common law, the Tucker Act, 28 U.S.C. § 1491, or other statutory law for "takings" or any other matter arising out of or relating to access to the Site, except for claims based on negligent actions taken directly by the United States that are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

13. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any

person not a party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Warwick Site against any person not a party hereto.

14. With regard to claims for contribution against Settling Defendants for matters addressed in this Consent Decree, the Parties hereto agree that the Settling Defendants are entitled to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). "Matters addressed" as used in this Consent Decree, shall mean only Past Response Costs, as defined in Paragraph 3.

15. Settling Defendants agree that with respect to any suit or claim for contribution brought by them after the effective date of this Consent Decree for matters related to this Consent Decree or the Site, other than claims brought in connection with Warwick Administrative Group v. Avon Products, Inc. et al., 92 Civ, 9469 (BDP), they will notify the United States in writing no later than 30 days prior to the initiation of such suit or claim. Settling Defendants also agree that with respect to any suit or claim for contribution brought against them after the effective date of this Consent Decree for matters related to this Consent Decree or the Site, other than claims brought in connection with Warwick Administrative Group v. Avon

Products, Inc. et al., 92 Civ, 9469 (BDP), they will notify the United States in writing within 20 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States within 20 days of service or receipt of any Motion for Summary Judgment and within 20 days of receipt of any order from a court setting a case for trial for matters related to this Consent Decree or the Site, other than motions or orders in Warwick Administrative Group v. Avon Products, Inc. et al., 92 Civ, 9469 (BDP).

16. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Warwick Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue set forth in Section VII (Covenant Not to Sue by Plaintiff).

X. ACCESS TO INFORMATION

17. Settling Defendants shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited

to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

18. Confidential Business Information and Privileged Documents

a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiff with the following information, provided it is not privileged: (1) the title of the document, record, or information; (2) the

date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. If settling defendants contend that this information itself is privileged, they must notify the United States that they are withholding documents for which they will not provide this information. However, no documents, reports or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to conceal the privileged information only.

19. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RETENTION OF RECORDS

20. Until 7 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to response actions taken at the Site or the liability of any person

for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

21. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver an index to any such records or documents to EPA, and, if requested, shall deliver any such records or documents themselves to EPA. Settling Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide the Plaintiff with the following information, provided it is not privileged: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. If settling defendants contend that this information itself is privileged, they must notify the United States that they are withholding documents for which they will not provide this information. However, no documents reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged.

If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to conceal the privileged information only.

22. Each Settling Defendant hereby certifies, individually, that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA and Section 3007 of Resource Conservation and Recovery Act.

XII. NOTICES AND SUBMISSIONS

23. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, and the Settling Defendants, respectively.

As to the United States:

William J. Hoffman
Assistant United States Attorney
Southern District of New York
100 Church Street
19th Floor
New York, NY 10007

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Attn: 90-11-3-812

As to EPA:

Carol Y. Berns
Assistant Regional Counsel
New York/Caribbean Superfund Branch
Office of Regional Counsel
290 Broadway
17th Floor
New York, New York 10007-1866

As to Settling Defendants:

David W. Payne
Pitney, Hardin, Kipp & Szuch
P.O. Box 1945
Morristown, N.J. 07962-1945

XIII. EFFECTIVE DATE

24. This Consent Decree shall become effective upon the date of its entry by the Court.

XIV. RETENTION OF JURISDICTION

25. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree. The Court shall also retain jurisdiction over all matters asserted in the United States' complaint which are resolved by this Consent Decree until such time as Plaintiff's covenant not to sue becomes effective, as set forth in Paragraph 10, SUPRA.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

26. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment.

The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

XVI. APPROVAL AND ENTRY BY THE COURT

27. If for any reason this Court should decline to approve the Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. SIGNATORIES/SERVICE

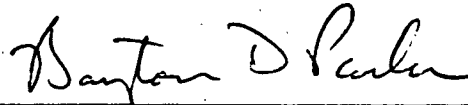
28. Each undersigned representative of a Settling Defendant to this Consent Decree, the EPA, and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

29. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree. The Settling Defendants waive

any objection to service made by mail to the person so identified.

30. This Decree may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SO ORDERED THIS 22nd DAY OF April, 1995.




United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. International Paper Company, et al., Civil Action No. 94 Civ. 4681 (BDP), relating to the Warwick Landfill Superfund Site.

FOR THE UNITED STATES OF AMERICA

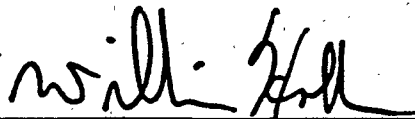
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LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

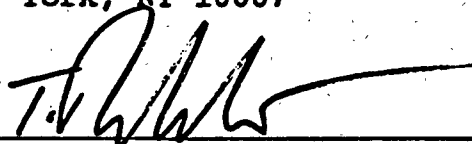
MARY JO WHITE
United States Attorney for the
Southern District of New York

Date: 12/21/95

By: 

WILLIAM J. HOFFMAN
Assistant United States Attorney
Southern District of New York
100 Church Street, 19th Floor
New York, NY 10007

Date: 12/20/95

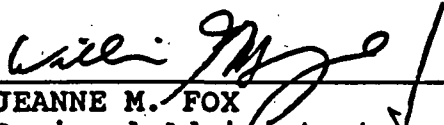


TIMOTHY K. WEBSTER
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
U. S. Department of Justice

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. International Paper Company, et al., Civil Action No. 94 Civ. 4681 (BDP), relating to the Warwick Landfill Superfund Site.

FOR THE UNITED STATES OF AMERICA
(CONTINUED)

Date: 9/29/95



JEANNE M. FOX
Regional Administrator
U.S. Environmental Protection
Agency
Region II
290 Broadway
New York, NY 10007-1866

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. International Paper Company, et al., Civil Action No. 94 Civ. 4681 (SDP), relating to the Warwick Landfill Superfund Site.

FOR: FORD MOTOR COMPANY

Date: 9/26/95

Signature: 

Name: JOHN RINTAMAKI, SECRETARY

Address: WORLD HEADQUARTERS - RM. 1187

P.O. BOX 1899

DEARBORN, MICHIGAN 48121

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: KEVIN L. KIMBALL

Title: ATTORNEY

Address: PARKLANE TOWERS EAST - STE. 728

ONE PARKLANE BOULEVARD

DEARBORN, MICHIGAN 48126-2493

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. International Paper Company, et al., Civil Action No. 94 Civ. 4681 (BDP), relating to the Warwick Landfill Superfund Site.

FOR: Georgia-Pacific Corporation

Date: 9/26/95

Signature: Andrew F. Hodges

Name: Andrew F. Hodges

Address: 133 Peachtree Street, N.E.
Atlanta, Georgia 30303

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David W. Payne

Title: Pitney, Hardin, Kipp & Szuch

Address: P.O. Box 1945

Morristown, New Jersey 07962-1945

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. International Paper Company, et al., Civil Action No. 94 Civ. 4681 (BDP), relating to the Warwick Landfill Superfund Site.

FOR: IBM Corporation

Date: 9/27/95

Signature: 

Name: J. K. Guerin

Address: Route 100, Bldg. 2, Mail drop 2428
Somers, NY 10589

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: J. K. Guerin

Title: Senior Counsel

Address: Route 100, Bldg. 2, Mail Drop 2428
Somers, NY 10589

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. International Paper Company, et al., Civil Action No. 94 Civ. 4681 (BDP), relating to the Warwick Landfill Superfund Site.

FOR: Reichhold Chemicals, Inc.

Date: Sept 27, 1995

Signature:

Name:

Address:

Daniel E. Uyesato

Daniel E. Uyesato

Asst General Counsel

P.O. Box 13582

Research Triangle Park, NC 27709

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David W. Payne, Esq.

Title: Common Counsel

Address: Pitney, Hardin, Kipp & Szuch

200 Campus Drive
Floerham Park, NJ 07932-0950

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. International Paper Company, et al., Civil Action No. 94 Civ. 4681 (BDP), relating to the Warwick Landfill Superfund Site.

FOR: Town of Warwick

Date: 9/28/95

Signature: 

Name: Robert J. Alessi, Esq.

LeBoeuf, Lamb, Greene & MacRae, L.L.P.

Address: 99 Washington Avenue - Suite 2020

Albany, NY 12210-2820

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Karen S. Lavinski

Title: Town Clerk, Town of Warwick

Address: 132 Kings Highway
Warwick, NY 10990

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. International Paper Company, et al., Civil Action No. 94 Civ. 4681 (BDP), relating to the Warwick Landfill Superfund Site.

FOR:

Union Carbide Corporation

Date:

9/29/95

Signature:

CSL

D.C. Macaulay

Name:

DC Macaulay

Address:

39 Old Ridgebury Road
Danbury CT 06817

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Christopher S Colman

Title:

Environmental Counsel

Address:

39 Old Ridgebury RoadDanbury CT 06817

7:94-cv-04681

William J. Hoffman, Esq.
U.S. Attorney's Office, SDNY
100 Church Street
19th Floor
New York, NY 10007

ec
